


UNITED STATES OF AMERICA		DO NOT WRITE IN THIS SPACE	
NATIONAL LABOR RELATIONS BOARD		Case	Date filed
<b>CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS</b> RECEIVED		29-CB-256597	2/14/2020
<b>INSTRUCTIONS: File an original of this charge with the NLRB Regional Director of the region in which the alleged unfair labor practice occurred or is occurring.</b>			
1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name United Workers of America, Local 62100 KLYN, NY		b. Union Representative to Contact Stephen Sombrotto President	
c. Address 367 Long Beach Road, Island Park, NY 11558		d. Tel. No. (888) 666-1974	e. e. Cell No.
		f. Fax No.	g. e-Mail sombrotto@unitedworkers.us
h. The above-named labor organization or its agents have engaged in and are engaging in unfair labor practices within the meaning of section 8(b), subsection(s) 1(A) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)			
<p>Within the past six months, the above-named labor organization has restrained and coerced employees in the exercise of rights protected by Section 7 of the Act by refusing to process the grievances of (b) (6), (b) (7)(C) regarding racial discrimination, sexual discrimination, retaliatory conduct, and adverse employment actions by their employer for arbitrary or discriminatory reasons or in bad faith and in retaliation for filing these grievances.</p> <p>The above-named labor organization provided its members with false information regarding the handling and processing of grievances and the collective bargaining agreement.</p> <p>The above-named labor organization made statements of futility to employees with regards to their grievances that nothing could be done.</p>			
3. Name of Employer Red Apple Property Management LLC & Red Apple Group, Inc.		4a. Tel. No. 718- 596-8181	4b. Cell No.
		4c. Fax No.	4d. e-Mail
5. Location of Plant involved (street, city, state, and ZIP code) 800 Third Avenue, 5th Floor, New York, NY 10022		6. Employer representative to contact Gregg Kravchuck Property Manager	
7. Type of Establishment (factory, mine, wholesaler) Residential Property	8. Principal product or service Residential Units	9. Number of Workers employed 50	
10. Full name of party filing charge Derrick Storms, ESQ.		11a. Tel. No. (718)278-5900	11b. Cell No. (917)635-9675
		11c. Fax No.	11d e-Mail dstormsesq@gmail.com
11. Address of party filing charge (street, city, state, and ZIP code) Solomos & Storms PLLC, 33-08 Broadway, Astoria, NY 11106			
12. DECLARATION			
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.			
By: 		Tel No.	
(signature of representative or person making charge)		(718)278-5900	
Derrick Storms		Cell No.	
Print/type name and title or office, if any		(917)635-9675	
Address: 33-08 Broadway, Astoria, NY 11106		Date: 2/14/2020	Fax No.
			e-Mail dstormsesq@gmail.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes. (b) (6), (b) (7)(C)

2020 FEB 14 PM 2:25

BROOKLYN, NY



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 29  
Two Metro Tech Center  
Suite 5100  
Brooklyn, NY 11201-3838

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (718)330-7713  
Fax: (718)330-7579



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February 20, 2020

Stephen G Sombrotto, President  
Local 621, United Workers of America  
367 Long Beach Road  
Island Park, NY 11558

Re: United Workers of America, Local 621 (Red  
Apple Property Management LLC & Red  
Apple Group, Inc.)  
Case 29-CB-256597

Dear Mr. Sombrotto:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Attorney JAIME COSLOY whose telephone number is (718)765-6188. If this Board agent is not available, you may contact Supervisory Attorney TERRI A. CRAIG whose telephone number is (718)765-6174.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, [www.nlr.gov](http://www.nlr.gov), or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board

agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

**Procedures:** Pursuant to Section 102.5 of the Board's Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency's web site ([www.nlr.gov](http://www.nlr.gov)). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determination on the merits solely based on the evidence properly submitted. All evidence submitted electronically should be in the form in which it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

If the Agency does not issue a formal complaint in this matter, parties will be notified of the Regional Director's decision by email. Please ensure that the agent handling your case has your current email address.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, [www.nlr.gov](http://www.nlr.gov) or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

United Workers of America, Local 621 (Red - 3 -  
Apple Property Management LLC & Red  
Apple Group, Inc.)  
Case 29-CB-256597

February 20, 2020

Very truly yours,

A handwritten signature in black ink, appearing to read "Kathy Drew-King". The signature is fluid and cursive, with the first name "Kathy" being more prominent and the last name "Drew-King" following in a similar style.

KATHY DREW-KING  
Regional Director

Enclosure: Copy of Charge

**UNITED STATES OF AMERICA**  
**BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**UNITED WORKERS OF AMERICA, LOCAL 621  
(RED APPLE PROPERTY MANAGEMENT LLC  
& RED APPLE GROUP, INC.)**

Charged Party

and

**DERRICK STORMS, ESQ.**

Charging Party

**Case 29-CB-256597**

**AFFIDAVIT OF SERVICE OF CHARGE AGAINST LABOR ORGANIZATION**

I, the undersigned employee of the National Labor Relations Board, state under oath that on February 20, 2020, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Stephen G Sombrotto, President  
Local 621, United Workers of America  
367 Long Beach Road  
Island Park, NY 11558

February 20, 2020

Date

Tasha V. Fred, Designated Agent of NLRB

Name

*/s/ Tasha V. Fred*

Signature



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 29  
Two Metro Tech Center  
Suite 5100  
Brooklyn, NY 11201-3838

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Telephone: (718)330-7713  
Fax: (718)330-7579



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February 20, 2020

Derrick Storms, ESQ.  
Solomos & Storms  
33-08 Broadway  
Astoria, NY 11106

Re: United Workers of America, Local 621 (Red  
Apple Property Management LLC & Red Apple  
Group, Inc.)  
Case 29-CB-256597

Dear Mr. Storms:

The charge that you filed in this case on February 14, 2020 has been docketed as case number 29-CB-256597. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Attorney JAIME COSLOY whose telephone number is (718)765-6188. If this Board agent is not available, you may contact Supervisory Attorney TERRI A. CRAIG whose telephone number is (718)765-6174.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, [www.nlr.gov](http://www.nlr.gov), or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

**Preservation of all Potential Evidence:** Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic

February 20, 2020

documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

**Prohibition on Recording Affidavit Interviews:** It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

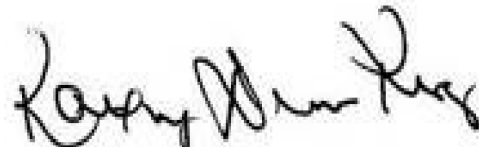
**Procedures:** Pursuant to Section 102.5 of the Board's Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency's web site ([www.nlr.gov](http://www.nlr.gov)). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determination on the merits solely based on the evidence properly submitted. All evidence submitted electronically should be in the form in which it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

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Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, [www.nlr.gov](http://www.nlr.gov) or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,



KATHY DREW-KING  
Regional Director



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 29  
Two Metro Tech Center  
Suite 5100  
Brooklyn, NY 11201-3838

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Fax: (718)330-7579



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February 20, 2020

Gregg Kravchuck, Property Manager  
Red Apple Property Management LLC & Red Apple Group, Inc.  
800 Third Avenue  
5th Floor  
New York, NY 10022

Re: United Workers of America, Local 621 (Red  
Apple Property Management LLC & Red  
Apple Group, Inc.)  
Case 29-CB-256597

Dear Mr. Kravchuck:

Enclosed is a copy of a charge that has been filed in this case. Although this charge is not filed against you, it is necessary for us to obtain information from you to determine whether we have jurisdiction over this case. In the future we may also need to obtain evidence from you concerning the merits of the charge. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Attorney JAIME COSLOY whose telephone number is (718)765-6188. If this Board agent is not available, you may contact Supervisory Attorney TERRI A. CRAIG whose telephone number is (718)765-6174.

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**Presentation of Your Evidence:** We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently

February 20, 2020

submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

If, during the investigation of this matter, the Board agent asks for evidence, I strongly urge you or your representative to promptly present all evidence relevant to the investigation. In this way, the case may be fully investigated more quickly.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at a hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

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February 20, 2020

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We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kathy Drew-King". The signature is fluid and cursive, with the first name "Kathy" being more prominent.

KATHY DREW-KING  
Regional Director

Enclosures

1. Copy of Charge
2. Commerce Questionnaire

**QUESTIONNAIRE ON COMMERCE INFORMATION**

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

29-CB-256597

**1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)****2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify )**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION  
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

**4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS****5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

**9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates )**

YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.  
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.  
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.  
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (Check the largest amount)  
☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. Did you **begin operations within the last 12 months?** If yes, specify date: \_\_\_\_\_**10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

**12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE**

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 29  
Two Metro Tech Center  
Suite 5100  
Brooklyn, NY 11201-3838

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (718)330-7713  
Fax: (718)330-7579

Agent's Direct Dial: (718) 765-6188

March 5, 2020

**(b) (6), (b) (7)(C)**

United Workers of America  
50 Charles Lindbergh Boulevard  
Suite 207  
Uniondale, NY 11553

Re: United Workers of America, Local 621  
(Red Apple Property Management LLC &  
Red Apple Group, Inc.)  
Case No. 29-CB-256597

SENT BY E-MAIL to **(b) (6), (b) (7)(C)** [@unitedworkers.us](mailto:@unitedworkers.us) and [sdp@bcmassociates.org](mailto:sdp@bcmassociates.org)

Dear **(b) (6), (b) (7)(C)**:

I am writing this letter to advise you that it is now necessary for me to take evidence from you regarding the allegations raised in the investigation of the above-captioned matter. As explained below, I am requesting to take affidavits on or before March 19, 2020 with regards to certain allegations in this case.

**Allegations:** The allegation for which I am seeking your evidence is as follows:

- Within the past six months, United Workers of America, Local 621 (Union) violated Section 8(b)(1)(A) of the National Labor Relations Act (Act) when it restrained and coerced employees in the exercise of rights protected under Section 7 of the Act by refusing to process the grievances of **(b) (6), (b) (7)(C)** **(b) (6), (b) (7)(C)** regarding racial discrimination, sexual discrimination, retaliatory conduct, and adverse employment actions taken by Red Apple Property Management and Red Apple Group (Employer) for arbitrary or discriminatory reasons or in bad faith.
- The Union provided its members with false information regarding the handling and processing of grievances and the collective bargaining agreement.
- The Union made statements of futility to employees with regards to their grievances that nothing could be done.

**Board Affidavits:** I am requesting to take affidavits from you and any individuals you believe have information relevant to the investigation of the above-captioned matter. Please be advised that the failure to present representatives who would appear to have information relevant to the investigation of this matter, for the purposes of my taking sworn statements from them, constitutes less than complete cooperation in the investigation of the charge. Please contact me by March 12, 2020 to schedule these affidavits.

**Documents:** Please provide the following documents, along with any and all other evidence you deem to be relevant to the case:

1. Copies of all grievances filed by the Union on behalf of (b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)
2. Copy of collective bargaining agreement between the Union and the Employer.
3. Copies of all documentation sent to the Union by (b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C) including but not limited to text messages, e-mails, notes, and correspondence.
4. Records of all telephone calls received by the Union from (b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C) and made to these employees by the Union.
5. All internal Union correspondence and communications including but not limited to text messages, e-mails, notes, and correspondence concerning and or relating to  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)
6. All correspondence and communications between the Union and the Employer including but not limited to text messages, e-mails, notes, and correspondence concerning and or relating to (b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)
7. All documentation possessed by the Union regarding (b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)
8. Dates of all grievance meetings held and notes from those meetings regarding  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)
9. All demands for arbitration filed by the Union on behalf of (b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)

**Date for Submitting Evidence:** To resolve this matter as expeditiously as possible, you must provide your evidence and position in this matter by March 19, 2020. Electronic filing of position statements and documentary evidence through the Agency website is required. To file electronically, go to **www.nlr.gov**, select **E-File Documents**, enter the **NLRB case number**, and follow the detailed instructions. If I have not received all your evidence by the due date or spoken with you and agreed to another date, it will be necessary for me to make my recommendations based upon the information available to me at that time.

Please contact me at your earliest convenience by telephone, (718) 765-6188, or e-mail, [jaime.cosloy@nlrb.gov](mailto:jaime.cosloy@nlrb.gov), so that we can discuss how you would like to provide evidence and I can answer any questions you have with regard to the issues in this matter.

Very truly yours,

/s/

JAIME COSLOY  
Field Attorney

**McCarthy and Preece, PLLC**  
**118 North Bedford Road, Suite 100**  
**Mount Kisco, New York 10549**  
**(914) 864-9322**

**Bryan C. McCarthy**  
**Sheri D. Preece**

**109 Danbury Road, Suite 3**  
**Ridgefield, CT 06877**  
**(All correspondence)**

Matt Jackson, Field Attorney  
NLRB Region 29  
2 MetroTech Center, 5<sup>th</sup> Floor  
Brooklyn, New York 11201  
*Via e-file and e-mail Mathew.Jackson@nlrb.gov*

March 31, 2020

**Re: Red Apple Case No. 29-CB-256597**

Dear Mr. Jackson,

As you are aware this office represents Local 621, UWA on the above-referenced matter. I am writing this letter in response to your e-mail dated March 30, 2020 and Ms. Cosloy's letter dated March 5, 2020. In response to the allegations for which you are seeking evidence, none of the employees made grievances in any way that relate to racial discrimination, sexual discrimination, and/or retaliatory conduct.

The following grievances were handled as detailed below:

1. (b) (6), (b) (7)(C) was originally suspended for three (3) days for not answering (b) (6), (b) (7)(C) radio, being unavailable and/or taking breaks for longer than (b) (6), (b) (7)(C) was allowed. A grievance meeting was held on (b) (6), (b) (7)(C) 2020. At the grievance meeting the Employer presenting another warning with a five (5) day suspension for again taking longer on (b) (6), (b) (7)(C) breaks than was allowed. The Union negotiated with the Employer during this meeting to have the five (5) day suspension waived and to have it turned into a final warning without any additional suspension. (b) (6), (b) (7)(C) agreed to this resolution and (b) (6), (b) (7)(C) grievance was resolved.
2. (b) (6), (b) (7)(C) had several write-ups in (b) (6), (b) (7)(C) file (sleeping on job, letting in contractors without permission and hiding it from Employer) and was finally terminated for using Easy-Off oven cleaner to clean ventilation ducts when (b) (6), (b) (7)(C) was previously informed not to use this. By using this cleaning (b) (6), (b) (7)(C) caused damages to building. A grievance meeting was originally scheduled for (b) (6), (b) (7)(C) 2020. That meeting had to be rescheduled because Union official had to attend a funeral. (b) (6), (b) (7)(C) showed up on the (b) (6), (b) (7)(C) 2020 and

was informed meeting was reschedule to (b) (6), (b) (7)(C) 2020. On (b) (6), (b) (7)(C) 2020 meeting was held and (b) (6), (b) (7)(C) did not show up. (b) (6), (b) (7)(C) was called by (b) (6), (b) (7)(C) and asked where (b) (6), (b) (7)(C) was and if (b) (6), (b) (7)(C) intend to come. (b) (6), (b) (7)(C) was informed that they would pick another day to resolve (b) (6), (b) (7)(C) grievance. (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) would not be coming to grievance meeting because (b) (6), (b) (7)(C) got another job. (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) to text (b) (6), (b) (7)(C) that information and (b) (6), (b) (7)(C) refused to do so and said (b) (6), (b) (7)(C) would not be coming to any grievance meetings. Therefore, that grievance was deemed abandoned.

3. (b) (6), (b) (7)(C) was terminated in (b) (6), (b) (7)(C) fro not responding to (b) (6), (b) (7)(C) radio and/or supervisor. A grievance meeting was held on (b) (6), (b) (7)(C) 2020, where the Employer would not agree to take (b) (6), (b) (7)(C) back and denied (b) (6), (b) (7)(C) grievance. The Union informed (b) (6), (b) (7)(C) that they would not be further processing (b) (6), (b) (7)(C) grievance and was given the opportunity to appeal that determination. (b) (6), (b) (7)(C) did not appeal.
4. (b) (6), (b) (7)(C) was terminated for going into an unauthorized apartment. (b) (6), (b) (7)(C), who was (b) (6), (b) (7)(C), asked super what is the protocol to fix something broken in an apartment. The Super informed (b) (6), (b) (7)(C) that the tenant would have to put in a work order. Later that day the super saw (b) (6), (b) (7)(C) leaving an unauthorized apartment and asked (b) (6), (b) (7)(C) what (b) (6), (b) (7)(C) was doing and (b) (6), (b) (7)(C) informed super that (b) (6), (b) (7)(C) was fixing a toilet. (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C) and was not authorized to go into an apartment to fix a toilet. (b) (6), (b) (7)(C) grieved this termination and a grievance meeting was held on (b) (6), (b) (7)(C) 2020. (b) (6), (b) (7)(C) has a warning in (b) (6), (b) (7)(C) 2019, (b) (6), (b) (7)(C) 2019, was suspended in (b) (6), (b) (7)(C) 2020 and finally terminated with this last write up. The Employer denied grievance and would not re-hire (b) (6), (b) (7)(C). The Union informed (b) (6), (b) (7)(C) they would not take (b) (6), (b) (7)(C) grievance any further and (b) (6), (b) (7)(C) had a right to appeal. (b) (6), (b) (7)(C) appealed to the Executive Board, as per the appeal process and the Executive Board denied the appeal.
5. (b) (6), (b) (7)(C) was hurt on the job and asked to come back to work with a doctor's note that stated (b) (6), (b) (7)(C) could not work. The Employer indicated that (b) (6), (b) (7)(C) could come back to work when the doctor give (b) (6), (b) (7)(C) a note that state it is permissible for (b) (6), (b) (7)(C) to work. A grievance meeting was held on (b) (6), (b) (7)(C) 2020 and parties agreed that (b) (6), (b) (7)(C) would obtain a doctor's note that (b) (6), (b) (7)(C) could work and (b) (6), (b) (7)(C) would be put back to work. (b) (6), (b) (7)(C) was put back to work when (b) (6), (b) (7)(C) obtained doctor's note.
6. (b) (6), (b) (7)(C) was written up for having a verbal altercation with another employee. There was a grievance meeting schedule for (b) (6), (b) (7)(C) 2020 and (b) (6), (b) (7)(C) 2020. (b) (6), (b) (7)(C) did not attend either meeting. (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), contacted (b) (6), (b) (7)(C) regarding these meetings but (b) (6), (b) (7)(C) never attended either meeting.

7. (b) (6), (b) (7)(C) [REDACTED] grieved a written warning (b) (6), (b) (7)(C) [REDACTED] obtain due to a situation with a guest and a package. There was a grievance meeting schedule for (b) (6), (b) (7)(C) [REDACTED] 2020. (b) (6), (b) (7)(C) [REDACTED] indicated that (b) (6), (b) (7)(C) [REDACTED] could not attend that meeting. This meeting is being reschedule but has been delayed in the rescheduling due COOVID-19.

If you have any further questions please do not hesitate to contact this office.

Very truly yours,

/s/Sheri Preece  
Sheri Preece

**From:** [Solomos & Storms](#)  
**To:** [Jackson, Matthew](#)  
**Subject:** Re: Local 621, UWA (Red Apple Group) - NLRB Case 29-CB-256597  
**Date:** Tuesday, April 7, 2020 11:14:41 AM  
**Attachments:** [NLRB Settlement Notice.jpg](#)

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Matt,

The Union's explanation is absolutely false. The Union has conspired with Red Apple Management to restrain and coerce employees from exercising labor organization and collective bargaining practices. Particularly with employees who prefer 32BJ. As far as the grievances, in each instance, the Union intentionally failed to represent the employee, but rather did what management wanted. The Union is corrupt and is not representing employees and is not meeting its obligations and legal requirements. There are clear legal violations here.

In addition, the Union is claiming it has reached a settlement agreement with the NLRB (attached.) What is this about?

Regards,

Derrick

NLRB Settlement Notice.jpg

On Fri, Apr 3, 2020 at 5:01 PM Jackson, Matthew <[Matthew.Jackson@nrb.gov](mailto:Matthew.Jackson@nrb.gov)> wrote:

Hello Derrick,

I hope you're doing well.

I received some information from Local 621, United Workers of America ("Union") regarding its handling of grievances it filed on behalf of your clients, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C). I wanted to get your response regarding the contentions the Union makes in this case.

(b) (6), (b) (7)(C)

The Union claims that it properly represented (b) (6), (b) (7)(C) in a grievance concerning a 3-day

suspension [REDACTED] received for purported performance-related problems, including failing to answer [REDACTED] radio when called and taking excessively long breaks. The Union claims that during a grievance meeting it had with Reg Apple Group (“Employer”) officials on [REDACTED]/20, the Union negotiated for the Employer to change [REDACTED] suspension to a final warning, and [REDACTED] accepted that resolution, and the grievance was thus resolved.

(b) (6), (b) (7)(C)

The Union claims that it attempted in good faith to pursue a grievance regarding [REDACTED] termination and several disciplinary write-ups preceding it. It initially scheduled a grievance meeting with the Employer to resolve the matter on [REDACTED]/20. However, the Union official handling the grievance re-scheduled the meeting because [REDACTED] had to attend a funeral. The grievance meeting was re-scheduled for [REDACTED]/20, and [REDACTED] was informed of the new date. Nevertheless, the Union says that [REDACTED] failed to appear at the [REDACTED] grievance meeting. The Union asserts that its [REDACTED] (b) (6), (b) (7)(C) called [REDACTED] and encouraged [REDACTED] to come to the meeting, but [REDACTED] declines to come to the meeting at the Employer’s facility, stating that [REDACTED] had a new job. [REDACTED] allegedly asked [REDACTED] to text [REDACTED] that information, and [REDACTED] declined. Accordingly, the Union claims that it considered [REDACTED] to have “abandoned” the grievance.

(b) (6), (b) (7)(C)

The Union asserts that it represented [REDACTED] at a grievance meeting on [REDACTED] (b) (6), (b) (7)(C) regarding [REDACTED] discharge. The Employer denied the grievance, and the Union claims it subsequently informed [REDACTED] that it saw no basis to pursue the matter further and advised [REDACTED] of [REDACTED] right to appeal that decision. The Union asserts that [REDACTED] did not appeal, and the Union thus considered the matter closed.

(b) (6), (b) (7)(C)

The Union asserts that it represented [REDACTED] at a grievance meeting with the Employer regarding [REDACTED] discharge on [REDACTED]/20, and the Employer denied the grievance. The Union says that it considered the multiple disciplines that the Employer had previously issued to [REDACTED], and determined that the Employer likely had just cause to discharge [REDACTED], and the Union thus decided not to pursue the grievance any further. It says it informed [REDACTED] of [REDACTED] decision and of [REDACTED] right to appeal to the Union’s Executive Board. [REDACTED] appeal the decision, but the Executive Board denied the appeal.

(b) (6), (b) (7)(C)

The Union claims that the Employer prohibited [REDACTED] (b) (6), (b) (7)(C) from working after [REDACTED] injured [REDACTED] and required [REDACTED] to obtain a note from a doctor clearing [REDACTED] as fit to return to work. The Union asserts that it represented [REDACTED] at a grievance meeting on [REDACTED]/20, during which the Union agreed with the Employer that [REDACTED] should be cleared by a

doctor's note before being allowed to return to work. The Union states that (b) (6), (b) (7)(C) was returned to (b) (6), (b) (7)(C) job once (b) (6), (b) (7)(C) presented the Employer with an appropriate doctor's note, and that was the end of the grievance.

(b) (6), (b) (7)(C)

The Union asserts that it set up two different meetings with the Employer on behalf of (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) grievance concerning a write-up (b) (6), (b) (7)(C) received purportedly for an alleged altercation (b) (6), (b) (7)(C) had with a co-worker. The meetings were on (b) (6), (b) (7)(C)/20 and (b) (6), (b) (7)(C)/20. The Union contends that (b) (6), (b) (7)(C) failed to appear for either grievance meeting, despite being advised of the meetings by (b) (6), (b) (7)(C), and the Union was therefore unable to effectively represent (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C)

The Union claims that it set up a meeting on (b) (6), (b) (7)(C)/20 with the Employer regarding (b) (6), (b) (7)(C) grievance concerning a write-up (b) (6), (b) (7)(C) received for allegedly mishandling a tenant's package. (b) (6), (b) (7)(C) informed the Union that (b) (6), (b) (7)(C) would not be able to attend the (b) (6), (b) (7)(C) meeting, so the Union attempted to re-schedule it for a later date. Subsequently, the COVID-19 pandemic prevented the Union from being able to re-schedule (b) (6), (b) (7)(C) grievance meeting. The Union states that it still intends to represent (b) (6), (b) (7)(C) in a grievance meeting with the Employer after the pandemic threat has subsided.

I am soliciting your response to the factual claims and assertions stated above. If you have any response to the Union's claims or if you dispute any of the Union's factual assertions, please reply to address, in detail and for each employee, what your response or disagreement is.

Thank you for your continued cooperation. I look forward to your response.

**Matt Jackson**

Field Attorney

National Labor Relations Board

Region 29

2 MetroTech Center, 5<sup>th</sup> Floor

Brooklyn, NY 11201

(718) 765-6202



# NOTICE TO EMPLOYEES AND MEMBERS

POSTED PURSUANT TO A SETTLEMENT AGREEMENT  
APPROVED BY A REGIONAL DIRECTOR OF THE  
NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

WE WILL provide the relevant information requested on March 22, 2019 to (b) (6), (b) (7)(C) including copies of the collective-bargaining agreements we have with (b) (6), (b) (7)(C) Employer, our Constitution and By-laws, (b) (6), (b) (7)(C) membership dues checkoff card, records of (b) (6), (b) (7)(C) dues remittances submitted to us by (b) (6), (b) (7)(C) Employer, your amount of chargeable core membership fees, our method for calculating your core membership fees, the process by which you may challenge the calculation of your core membership fees, and notify said member(s) that the Beck Objector rights and fee calculations are on the United Workers of America Website.

WE WILL revise our Dues Deduction Authorization forms to properly inform you of your right to be and remain a non-member and your right to object to paying for our activities unrelated to our duties as your bargaining collective-bargaining representative, your right to obtain reduction in dues and fees for such activities, the amount of those reduced dues and fees, and the procedures for you to obtain a reduction within a reasonable window period.

WE WILL, within 14 days of the approval of this agreement, notify, in writing, (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

and any other current employee/members who executed the unrevised Dues Deduction Authorization forms that revocation of their dues authorization will be honored for a minimum of fifteen days at or near the employee's/member's anniversary date and at any time the collective-bargaining agreement is not in effect.

WE WILL notify all employee/member, in writing, of your right to be and remain a non-member and your right to object to paying for our activities unrelated to our duties as your bargaining collective-bargaining representative and your right to obtain a reduction dues and fees for such activities, the procedures for doing so and the amount of the reduced dues and fees.

WE WILL, within 14 days of the approval of this agreement, make whole (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) by paying them the difference between full membership dues and fees and the reduced core membership amount.

United Workers of America Local 621 (Red Apple Group Inc.)

(Labor O

(b) (6), (b) (7)(C)

**From:** [Solomos & Storms](#)  
**To:** [Jackson, Matthew](#)  
**Subject:** Re: Local 621, UWA (Red Apple Group) - NLRB Case 29-CB-256597  
**Date:** Monday, April 20, 2020 1:22:01 PM

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Matt,

Below is our response to Local 621's statement and actions in this matter:

(b) (6), (b) (7)(C) - Red Apple falsely accused (b) (6), (b) (7)(C) of taking excessively long breaks at work. (b) (6), (b) (7)(C) never took any improper or excessive breaks. At the grievance meeting with (b) (6), (b) (7)(C), the Union and Red Apple, (b) (6), (b) (7)(C) requested both Red Apple and the Union to obtain and review video footage of the building demonstrating that (b) (6), (b) (7)(C) was continuously working and never took an excessive or improper break. The Union refused to request or obtain the video footage. Instead of requesting the video footage, the Union advised (b) (6), (b) (7)(C) to sign a false statement, stating that (b) (6), (b) (7)(C) took an excessively long break. (b) (6), (b) (7)(C) refused to sign the document because it was not true. The Union's statement that the matter was resolved is a lie. In addition, the Union failed to adequately represent (b) (6), (b) (7)(C) by failing to obtain objective evidence (the video of (b) (6), (b) (7)(C) continuously working) that would establish whether or not (b) (6), (b) (7)(C) took an excessive/improper break. The Union also acted improperly by requesting (b) (6), (b) (7)(C) to sign a false statement (that (b) (6), (b) (7)(C) took an excessive break.) The Union failed to adequately represent (b) (6), (b) (7)(C) and intentionally acted against (b) (6), (b) (7)(C) interest.

(b) (6), (b) (7)(C) did not have "several disciplinary writeups." After several years of work, the first disciplinary action against (b) (6), (b) (7)(C) occurred immediately after (b) (6), (b) (7)(C) filed (b) (6), (b) (7)(C) NLRB charge letter. (b) (6), (b) (7)(C) filed oral and written grievances. The Union scheduled a grievance meeting, and then abruptly cancelled the grievance meeting. The Union refused to schedule a follow up meeting. The Union failed to adequately represent (b) (6), (b) (7)(C) by failing to investigate the matter and failing to timely have a grievance meeting. The Union falsely stated to the NLRB the (b) (6), (b) (7)(C) had numerous writeups prior to filing the NLRB charge. The termination was clearly retaliatory for filing the NLRB charge letter.

(b) (6), (b) (7)(C) - A grievance meeting was held where the Union stated that (b) (6), (b) (7)(C) was discharged without any prior warning or disciplinary action in violation of the Union's contract. The employer disregarded this and terminated (b) (6), (b) (7)(C) none the less in violation of the Union contract. The Union took no action to meaningfully represent (b) (6), (b) (7)(C), and permitted the employer (Red Apple) to terminate (b) (6), (b) (7)(C) in violation of the Union contract.

(b) (6), (b) (7)(C) did not have "multiple disciplinary writeups." The employer failed to demonstrate good cause for termination. The Union did not and cannot provide objective evidence demonstrating that the termination was for cause. (b) (6), (b) (7)(C) was an excellent employee. The employer terminated (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) was requesting 32BJ representation. The Union permitted and advocated for the termination of (b) (6), (b) (7)(C) because

(b) (6) wanted to switch representation to 32BJ.

(b) (6), (b) (7)(C) injured (b) (6), (b) (7)(C) several times ((b) (6), (b) (7)(C)) while loading garbage bags (curbside) into NYC Dept. of Sanitation trucks without protective gloves. Red Apple required (b) (6), (b) (7)(C) and others to load garbage bags into NYC Sanitation trucks because NYC Sanitation complained about excessive garbage. Apparently Red Apple made a deal with NYC Sanitation where Red Apple could produce excessive garbage so long as its employees loaded the garbage directly into NYC Sanitation trucks. The Union is that requiring employees to load garbage into NYC Sanitation trucks is illegal, dangerous (esp. without protective gloves), and violates the Union contract. The Union failed to stop Red Apple from requiring employees from loading garbage bags into NYC Sanitation trucks and the practice continues to this day. The matter has not been resolved and the Union failed to adequately represent (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Immediately after the present NLRB charge letter was filed by (b) (6), (b) (7)(C) Red Apple issued retaliatory disciplinary action against them. A grievance meeting was scheduled and then abruptly cancelled by the Union. The Union failed to timely hold a grievance meeting and failed to investigate the matter.

The above actions demonstrate that the Union breached its contract to union members and is intentionally permitted Red Apple to violate the Union contract.

Regards,

Derrick

On Fri, Apr 3, 2020 at 5:01 PM Jackson, Matthew <[Matthew.Jackson@nrlb.gov](mailto:Matthew.Jackson@nrlb.gov)> wrote:

Hello Derrick,

I hope you're doing well.

I received some information from Local 621, United Workers of America ("Union") regarding its handling of grievances it filed on behalf of your clients, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C). I wanted to get your response regarding the contentions the Union makes in this case.

(b) (6), (b) (7)(C)

The Union claims that it properly represented (b) (6), (b) (7)(C) in a grievance concerning a 3-day suspension (b) (6), (b) (7)(C) received for purported performance-related problems, including failing to answer (b) (6), (b) (7)(C) radio when called and taking excessively long breaks. The Union claims that during a grievance meeting it had with Reg Apple Group ("Employer") officials on (b) (6), (b) (7)(C)/20, the Union negotiated for the Employer to change (b) (6), (b) (7)(C) suspension to a final warning, and (b) (6), (b) (7)(C) accepted that resolution, and the grievance was thus resolved.

(b) (6), (b) (7)(C)

The Union claims that it attempted in good faith to pursue a grievance regarding (b) (6), (b) (7)(C) termination and several disciplinary write-ups preceding it. It initially scheduled a grievance meeting with the Employer to resolve the matter on (b) (6), (b) (7)(C)/20. However, the Union official handling the grievance re-scheduled to meeting because (b) (6), (b) (7)(C) had to attend a funeral. The grievance meeting was re-scheduled for (b) (6), (b) (7)(C)/20, and (b) (6), (b) (7)(C) was informed of the new date. Nevertheless, the Union says that (b) (6), (b) (7)(C) failed to appear at the (b) (6), (b) (7)(C) grievance meeting. The Union asserts that its (b) (6), (b) (7)(C) called (b) (6), (b) (7)(C) and encouraged (b) (6), (b) (7)(C) to come to the meeting, but (b) (6), (b) (7)(C) declines to come to the meeting at the Employer's facility, stating that (b) (6), (b) (7)(C) had a new job. (b) (6), (b) (7)(C) allegedly asked (b) (6), (b) (7)(C) to text (b) (6), (b) (7)(C) that information, and (b) (6), (b) (7)(C) declined. Accordingly, the Union claims that it considered (b) (6), (b) (7)(C) to have "abandoned" the grievance.

(b) (6), (b) (7)(C)

The Union asserts that it represented (b) (6), (b) (7)(C) at a grievance meeting on (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) discharge. The Employer denied the grievance, and the Union claims it subsequently informed (b) (6), (b) (7)(C) that it saw no basis to pursue the matter further and advised (b) (6), (b) (7)(C) of (b) (6), (b) (7)(C) right to appeal that decision. The Union asserts that (b) (6), (b) (7)(C) did not appeal, and the Union thus considered the matter closed.

(b) (6), (b) (7)(C)

The Union asserts that it represented (b) (6), (b) (7)(C) at a grievance meeting with the Employer regarding (b) (6), (b) (7)(C) discharge on (b) (6), (b) (7)(C)/20, and the Employer denied the grievance. The Union says that it considered the multiple disciplines that the Employer had previously issued to (b) (6), (b) (7)(C) and determined that the Employer likely had just cause to discharge (b) (6), (b) (7)(C), and the Union thus decided not to pursue the grievance any further. It says it informed (b) (6), (b) (7)(C) of (b) (6), (b) (7)(C) decision and of (b) (6), (b) (7)(C) right to appeal to the Union's Executive Board. (b) (6), (b) (7)(C) appeal the decision, but the Executive Board denied the appeal.

(b) (6), (b) (7)(C)

The Union claims that the Employer prohibited (b) (6), (b) (7)(C) from working after (b) (6), (b) (7)(C) injured (b) (6), (b) (7)(C) and required (b) (6), (b) (7)(C) to obtain a note from a doctor clearing (b) (6), (b) (7)(C) as fit to return to work. The Union asserts that it represented (b) (6), (b) (7)(C) at a grievance meeting on (b) (6), (b) (7)(C)/20, during which the Union agreed with the Employer that (b) (6), (b) (7)(C) should be cleared by a doctor's note before being allowed to return to work. The Union states that (b) (6), (b) (7)(C) was returned to (b) (6), (b) (7)(C) job once (b) (6), (b) (7)(C) presented the Employer with an appropriate doctor's note, and that was the end of the grievance.

(b) (6), (b) (7)(C)

The Union asserts that it set up two different meetings with the Employer on behalf of (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) grievance concerning a write-up (b) (6), (b) (7)(C) received purportedly for an alleged altercation (b) (6), (b) (7)(C) had with a co-worker. The meetings were on (b) (6), (b) (7)(C)/20 and (b) (6), (b) (7)(C)/20. The Union contends that (b) (6), (b) (7)(C) failed to appear for either grievance meeting, despite being advised of the meetings by (b) (6), (b) (7)(C), and the Union was therefore unable to effectively represent (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C)

The Union claims that it set up a meeting on (b) (6), (b) (7)(C)/20 with the Employer regarding (b) (6), (b) (7)(C) grievance concerning a write-up (b) (6), (b) (7)(C) received for allegedly mishandling a tenant's package. (b) (6), (b) (7)(C) informed the Union that (b) (6), (b) (7)(C) would not be able to attend the (b) (6), (b) (7)(C) meeting, so the Union attempted to re-schedule it for a later date. Subsequently, the COVID-19 pandemic prevented the Union from being able to re-schedule (b) (6), (b) (7)(C) grievance meeting. The Union states that it still intends to represent (b) (6), (b) (7)(C) in a grievance meeting with the Employer after the pandemic threat has subsided.

I am soliciting your response to the factual claims and assertions stated above. If you have any response to the Union's claims or if you dispute any of the Union's factual assertions, please reply to address, in detail and for each employee, what your response or disagreement is.

Thank you for your continued cooperation. I look forward to your response.

**Matt Jackson**

Field Attorney

National Labor Relations Board

Region 29

2 MetroTech Center, 5<sup>th</sup> Floor

Brooklyn, NY 11201

(718) 765-6202

**From:** [Jackson, Matthew](#)  
**To:** [Sheri Preece](#)  
**Subject:** RE: Red Apple 29-CB-256597  
**Date:** Monday, May 4, 2020 1:40:00 PM

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Sherri:

I do have a follow-up question regarding Local 621's response to (b) (6), (b) (7)(C) email, which you forwarded to me this morning. Did (b) (6), (b) (7)(C) take any action in response to this message from (b) (6), (b) (7)(C) other than forwarding it to the Employer? (b) (6), (b) (7)(C) specifically asked the Union to speak with (b) (6), (b) (7)(C) about how to "rectify this write up." Did the Union email or call (b) (6), (b) (7)(C) to discuss the matter with (b) (6), (b) (7)(C)? If there are any additional emails, please forward those to me, too. If there were phone or in-person conversations between any Union officials (including shop stewards) and (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) request to "rectify the write up," then please describe those conversations and allow me to interview the official who responded to (b) (6), (b) (7)(C).

Thank you for your continued cooperation. I look forward to receiving your response soon. Let me know if you have any questions.

Regards,

**Matt Jackson**  
Field Attorney  
National Labor Relations Board  
Region 29  
2 MetroTech Center, 5<sup>th</sup> Floor  
Brooklyn, NY 11201  
(718) 765-6202

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**From:** Sheri Preece <sherim@mplaborlaw.com>  
**Sent:** Monday, May 4, 2020 10:13 AM  
**To:** Jackson, Matthew <Matthew.Jackson@nrlrb.gov>  
**Subject:** Re: Red Apple 29-CB-256597

Matt-

See attached emails. (b) (6), (b) (7)(C) emailed the Union on (b) (6), (b) (7)(C) 2019 complaining about (b) (6), (b) (7)(C) did not request a grievance nor did (b) (6), (b) (7)(C) fill out grievance form. The (b) (6), (b) (7)(C) 2019 email was forwarded to management and a meeting was set up between (b) (6), (b) (7)(C) and management to discuss the matter, which occurred on (b) (6), (b) (7)(C) 2019. (b) (6), (b) (7)(C) did not request to have Union present at the meeting. After the meeting the Union did not hear from (b) (6), (b) (7)(C) regarding this matter until December 30, 2019. Please let me know if you need any other information.

-Sheri

Sheri D. Preece, Esq.  
McCarthy & Preece, PLLC  
118 North Bedford Rd., Suite 100  
Mount Kisco, New York 10549  
(914) 864-9322

Mail Correspondence to:  
109 Danbury Road, Suite 3,  
Ridgefield, C.T. 06877

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**From:** Jackson, Matthew <[Matthew.Jackson@nrlb.gov](mailto:Matthew.Jackson@nrlb.gov)>  
**Sent:** Thursday, April 30, 2020 1:30 PM  
**To:** Sheri Preece <[sher@mplaborlaw.com](mailto:sher@mplaborlaw.com)>  
**Subject:** RE: Red Apple 29-CB-256597

Thanks, Sherri. This is very helpful.

Are you able to forward me the email message, which you reference below? If I could see the (b) (6), (b) (7)(C) /19 email from (b) (6), (b) (7)(C) and the 12/30 email, and it says what you allege it to say, then I think we may be able to put this matter to rest.

---

**From:** Sheri Preece <[sher@mplaborlaw.com](mailto:sher@mplaborlaw.com)>  
**Sent:** Thursday, April 30, 2020 1:26 PM  
**To:** Jackson, Matthew <[Matthew.Jackson@nrlb.gov](mailto:Matthew.Jackson@nrlb.gov)>  
**Subject:** Re: Red Apple 29-CB-256597

Matt-

I spoke with my client regarding the above-referenced matter. (b) (6), (b) (7)(C) never filed a grievance for the write up that occurred in (b) (6), (b) (7)(C) 2019. (b) (6), (b) (7)(C) emailed the Union on (b) (6), (b) (7)(C) 2019 complaining about a fellow employee and never filed a grievance over this write-up. On (b) (6), (b) (7)(C) 2019 (b) (6), (b) (7)(C) wrote to the Union requesting status of grievance and on that same day the Union replied stating that (b) (6), (b) (7)(C) never filed a grievance over that write-up and did not request to file a grievance. All of the employees where sent the CBA on May 24, 2019 because they wanted to review the policies in the CBA and elect a new shop steward (which they subsequently did). (b) (6), (b) (7)(C) has filed grievances and knows the time frame under which grievances need to file in the CBA. There was never a grievance filed for this write-up. Nevertheless, (b) (6), (b) (7)(C) did meet with the company regarding this particular (for which (b) (6) did not request (b) (6) Union to be present) and management reviewed the incident with (b) (6), (b) (7)(C).

Please let me know if any other information is needed.

-Sheri

Sheri D. Preece, Esq.  
McCarthy & Preece, PLLC  
118 North Bedford Rd., Suite 100  
Mount Kisco, New York 10549  
(914) 864-9322

Mail Correspondence to:  
109 Danbury Road, Suite 3,  
Ridgefield, C.T. 06877

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**From:** Jackson, Matthew <[Matthew.Jackson@nrlrb.gov](mailto:Matthew.Jackson@nrlrb.gov)>  
**Sent:** Tuesday, April 28, 2020 3:58 PM  
**To:** Sheri Preece <[sher@mplaborlaw.com](mailto:sher@mplaborlaw.com)>  
**Subject:** RE: Red Apple 29-CB-256597

Dear Sherri:

I am following up with you about the position statement you submitted in the above-captioned case involving your client Local 621 and its handling of various grievances requested by employees of Red Apple Group, Inc.

The Region is particularly looking into Local 621's handling of one specific grievance requested by employee (b) (6), (b) (7)(C) received a disciplinary warning on about (b) (6), (b) (7)(C) 2019. (b) (6), (b) (7)(C) claims that the warning was not supported by just cause and that (b) (6), (b) (7)(C) requested that Local 621 file a grievance to contest the discipline. (b) (6), (b) (7)(C) further asserts that, although the Union filed a grievance on (b) (6), (b) (7)(C) behalf, no one from Local 621 ever invited (b) (6), (b) (7)(C) to participate in any grievance meeting, and no one from the Union ever told (b) (6), (b) (7)(C) what the status of this particular grievance was. The Region is considering whether Local 621's handling of this grievance violated Section 8(b)(1)(A) of the Act.

I am asking that you look into this issue and respond to these allegations as soon as possible. I am looking for a response by this Thursday, if possible. Please let me know when you think you will be able to submit your response.

Thank you for your cooperation.

**Matt Jackson**  
Field Attorney  
National Labor Relations Board  
Region 29  
2 MetroTech Center, 5<sup>th</sup> Floor  
Brooklyn, NY 11201

(718) 765-6202

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**From:** Sheri Preece <[sheri@mplaborlaw.com](mailto:sheri@mplaborlaw.com)>  
**Sent:** Tuesday, March 31, 2020 2:46 PM  
**To:** Jackson, Matthew <[Matthew.Jackson@nrb.gov](mailto:Matthew.Jackson@nrb.gov)>  
**Subject:** Red Apple 29-CB-256597

Matt-

See attached letter that was e-filed today. I am sending via email in case you are not able to get into e-file with COOVID-19 situation and working from home.

-Sheri

Sheri D. Preece, Esq.  
McCarthy & Preece, PLLC  
118 North Bedford Rd., Suite 100  
Mount Kisco, New York 10549  
(914) 864-9322

Mail Correspondence to:  
109 Danbury Road, Suite 3,  
Ridgefield, C.T. 06877

----- Forwarded message -----  
From: (b) (6), (b) (7)(C) @ragny.com>  
Date: Thu, (b) (6), (b) (7)(C) 2019 at 4:32 PM  
Subject: FW: Write up  
To: (b) (6), (b) (7)(C) @ragny.com>

(b) (6), (b) (7)(C)

Please see below.

Thank you,  
(b) (6), (b) (7)(C)

-----Original Message-----

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)]  
Sent: Thursday, (b) (6), (b) (7)(C) 2019 3:01 PM  
To: (b) (6), (b) (7)(C) @unitedworkers.us>  
Cc: (b) (6), (b) (7)(C)  
Subject: Write up.

Good afternoon and hope all is well. I'm not sure if your aware of a write up that was giving to me by (b) (6), (b) (7)(C). I wanted to know when can we speak about it and rectify this write up. I have a recorded conversation between (b) (6), (b) (7)(C) for (b) (6) and myself. I don't appreciate that (b) (6), (b) (7)(C) would lie about our conversation just for me to get written up. (b) (6), (b) (7)(C) way of going about it was unfair and showed favoritism and letting friendship between them cloud (b) (6), (b) (7)(C) judgment and was very dismissive when I was explaining it to (b) (6), (b) (7)(C). It's not fair that another (b) (6), (b) (7)(C) can say anything about another worker and without evidence can get someone written up or fired.  
Sent from my iPhone

This e-mail transmission is intended only for the use of the individual or entity named above and may contain information that is confidential, privileged, and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any review, disclosure, copying, distribution, or other use of any of the information contained in this transmission is strictly prohibited. If you have received this transmission in error, please immediately notify the sender by e-mail at the above address and delete it from your computer system; you should not copy the message or disclose its contents to anyone. The content of the message and or attachments may not reflect the view and opinions of the originating company or any party it is representing.

From: (b) (6), (b) (7)(C) @unitedworkers.us  
Subject: Re: Write up.  
Date: (b) (6), (b) (7)(C) 2019 at 4:10 PM  
To: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

I am searching for a message in regard to what you are talking about. The only message i am coming up with is a message on (b) (6), (b) (7)(C) that you were complaining of a fellow employee, but it does not request any type of grievance in that message.

(b) (6), (b) (7)(C)

**United Workers of America**

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) @unitedworkers.us

[www.unitedworkers.us](http://www.unitedworkers.us)

[www.facebook.com/uwaunion](https://www.facebook.com/uwaunion)

On (b) (6), (b) (7)(C) 2019, at 3:53 PM, (b) (6), (b) (7)(C) wrote:

Good afternoon. I was written up a month ago. (b) (6), (b) (7)(C) was present at the write up. I requested for this to be fought my Local 621 Union. Till this day I haven't received a email or been called or have spoken to anyone from the Local 621. Please get back to my in regards to this matter. Thank you  
Sent from my iPhone

**From:** [Jackson, Matthew](#)  
**To:** [dstormsesq](#)  
**Subject:** Follow-up inquiry re (b) (6), (b) (7)(C) and case against Local 621 (29-CB-256597)  
**Date:** Monday, May 4, 2020 1:54:00 PM

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Dear Derrick:

I hope you're doing well. In order to complete the investigation of the charge you have pending against Local 621 in the above-referenced case, I need some additional information from your client (b) (6), (b) (7)(C). This pertains to the grievance against Red Apple that (b) (6), (b) (7)(C) requested Local 621 help (b) (6), (b) (7)(C) with in (b) (6), (b) (7)(C) 2019 regarding the (b) (6), (b) (7)(C) disciplinary write-up (b) (6), (b) (7)(C) had received.

The evidence I have obtained from the Union shows that on (b) (6), (b) (7)(C) emailed Union president (b) (6), (b) (7)(C) and asked to speak with the Union in order to "rectify" the write-up that (b) (6), (b) (7)(C) had recently received. I need to find out from (b) (6), (b) (7)(C) whether (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) ever got back to (b) (6), (b) (7)(C) and spoke with (b) (6), (b) (7)(C) about the matter (b) (6), (b) (7)(C) raised in (b) (6), (b) (7)(C) email. I would also like to speak with (b) (6), (b) (7)(C) about what, if anything, (b) (6), (b) (7)(C) did in response to this request from (b) (6), (b) (7)(C).

If you allow me to, I would like to speak directly with (b) (6), (b) (7)(C). Please let me know if I can call them directly, or when you would like to arrange a call between us. Although I would prefer to speak with the witnesses directly, you may also get the information from your clients and let me know what they tell you about what happened following (b) (6), (b) (7)(C) email to (b) (6), (b) (7)(C).

Please get back to me by no later than this **Wednesday, May 6**, to at least let me know how you intend to proceed in helping me get this information.

Thank you,

**Matt Jackson**  
Field Attorney  
National Labor Relations Board  
Region 29  
2 MetroTech Center, 5<sup>th</sup> Floor  
Brooklyn, NY 11201  
(718) 765-6202



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 29  
Two Metro Tech Center  
Suite 5100  
Brooklyn, NY 11201-3838

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (718)330-7713  
Fax: (718)330-7579

May 12, 2020

Stephen G Sombrotto, President  
Local 621, United Workers of America  
367 Long Beach Road  
Island Park, NY 11558  
[sombrotto@unitedworkers.us](mailto:sombrotto@unitedworkers.us)

Re: United Workers of America, Local 621  
(Red Apple Group, Inc.)  
Case 29-CB-256597

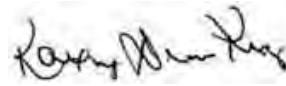
Dear Mr. Sombrotto:

This is to advise you that I have approved the Charging Party's request to withdraw the allegations of the charge in the above-captioned case alleging that United Workers of America, Local 621 ("Union") violated the National Labor Relations Act ("Act") by failing and refusing to process the grievances of (b) (6), (b) (7)(C) (b) (6), (b) (7)(C). These allegations have been withdrawn and are not subject to further processing.

The remaining allegations of the charge alleging that the Union violated Section 8(b)(1)(A) of the Act by failing and refusing to process the grievance of employee (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) 2019 disciplinary warning for arbitrary reasons and/or in bad faith remain subject to further processing.

May 12, 2020

Very truly yours,



KATHY DREW-KING  
Regional Director

cc: Gregg Kravchuck, Property Manager  
Red Apple Property Management LLC &  
Red Apple Group, Inc.  
800 Third Avenue  
5th Floor  
New York, NY 10022  
[gregg.kravchuk@ragny.com](mailto:gregg.kravchuk@ragny.com)

Derrick Storms, ESQ.  
Solomos & Storms  
33-08 Broadway  
Astoria, NY 11106  
[dstormsesq@gmail.com](mailto:dstormsesq@gmail.com)

Sheri D. Preece, Esq.  
McCarthy & Preece, PLLC  
118 North Bedford Rd., Suite 100  
Mount Kisco, New York 10549  
[sherim@mplaborlaw.com](mailto:sherim@mplaborlaw.com)

**From:** [Jackson, Matthew](#)  
**To:** [Sheri Preece](#)  
**Subject:** Local 621, United Workers of America - NLRB Case 29-CB-256597  
**Date:** Wednesday, May 20, 2020 1:09:00 PM

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Dear Sheri:

I am writing to inform you that the Regional Director has determined that the pending allegation in the **charge in NLRB Case No. 29-CB-256597 as merit**, and the **Region will issue an unfair labor practice complaint** against your client Local 621, United Workers of America (Union), absent settlement. To remind you, the only allegation remaining in this case is the one alleging that the Union violated Section 8(b)(1)(A) of the Act by failing and refusing to process the grievance of employee (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) 2019 disciplinary warning for arbitrary reasons and/or in bad faith.

With the Region determined to issue a complaint, absent settlement, it is now appropriate for you and I to explore the possibility of a settlement in this case. A settlement here would require the Union to post an NLRB Notice to Employees and attempt to pursue the grievance relating to (b) (6), (b) (7)(C) 2019 disciplinary warning. If the Employer refuses to arbitrate or otherwise resolve the grievance, then the Union would not be required to take any further action. The settlement would only require the Union to attempt to pursue the grievance in good faith.

Please let me know by no later than **May 28, 2020** whether the Union is interested in negotiating a pre-complaint settlement. If I have not heard from you by then that you would like to negotiate a settlement, then the Region will issue our complaint and set a hearing date, likely in the fall 2020.

Feel free to reach out if you'd like to discuss this matter.

Thank you,

**Matt Jackson**  
Field Attorney  
National Labor Relations Board  
Region 29  
2 MetroTech Center, 5<sup>th</sup> Floor  
Brooklyn, NY 11201  
(718) 765-6202

**From:** [Jackson, Matthew](#)  
**To:** ["Sheri Preece"](#)  
**Subject:** RE: Proposed Settlement in NLRB Case 29-CB-256597  
**Date:** Friday, June 12, 2020 5:36:00 PM  
**Attachments:** [Local 621 Draft Settlement - REVISED 6-12-20.pdf](#)

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Hi Sherri,

I tried to reach you by phone earlier and left you a voicemail message.

I understand the concern that you raise below, and the Region is willing to include language in the Settlement Agreement that addresses it. I have included this language in the attached revised proposed Settlement. The new language in the SCOPE OF AGREEMENT section is underlined.

I also want to discuss with you details of the Notice posting requirement that is a key part of this Settlement. I learned today from the Region's Compliance Officer that the address of the Union's office for the physical Notice posting that I had put into the initial proposal is a post office and is not the Union's place of business. I think it's important that the physical posting goes up in the Union's actual place of business, and I understand from the Compliance Officer that the Local 621 office is actually located on Charles Lindberg Blvd in Uniondale, NY. I would like to incorporate that address in this Settlement. Please provide the exact and complete address for Local 621's office on Charles Lindberg Blvd. in Uniondale.

In addition, I learned from the Compliance Officer that Local 621 has posted the NLRB Notice in Case 29-CB-238979 on its webpage. In order to ensure widespread dissemination of the Notice, I think it's appropriate to include an intranet / website posting requirement in the Settlement as well. I have included this language in the revised proposal attached, and it is also underlined.

Please get back to me early next week to let me know if we can come to terms on this revised proposed Settlement, or if you request any other changes. As a reminder, the Region will seek to issue a complaint in this matter next Thursday, so I hope that we can come to terms on a settlement by Wednesday.

I look forward to resolving this matter with you next week.

Be Well,

**Matt Jackson**  
Field Attorney  
National Labor Relations Board  
Region 29  
2 MetroTech Center, 5<sup>th</sup> Floor  
Brooklyn, NY 11201  
(718) 765-6202

**From:** Sheri Preece <sherim@mplaborlaw.com>  
**Sent:** Friday, June 12, 2020 10:32 AM  
**To:** Jackson, Matthew <Matthew.Jackson@nrlb.gov>  
**Subject:** Re: Proposed Settlement in NLRB Case 29-CB-256597

Matt-

There is nothing in this settlement that says no further charges will be brought if Employer says they will not hear grievance because it is untimely. My client wants protection that no other allegation/charges will be brought regarding this matter.

Thanks,  
Sheri

Sheri D. Preece, Esq.  
McCarthy & Preece, PLLC  
118 North Bedford Rd., Suite 100  
Mount Kisco, New York 10549  
(914) 864-9322

Mail Correspondence to:  
109 Danbury Road, Suite 3,  
Ridgefield, C.T. 06877

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**From:** Jackson, Matthew <[Matthew.Jackson@nrlb.gov](mailto:Matthew.Jackson@nrlb.gov)>  
**Sent:** Thursday, June 11, 2020 5:34 PM  
**To:** Sheri Preece <[sherim@mplaborlaw.com](mailto:sherim@mplaborlaw.com)>  
**Subject:** Proposed Settlement in NLRB Case 29-CB-256597

Dear Sherri:

I apologize for the delay in sending this to you, but I am proposing the attached settlement to resolve the unfair labor practice charge pending against your client United Workers of America, Local 621 in Case 29-CB-256597, which we had discussed last week.

Please review the attached proposed settlement and let me know if your client will agree to these terms, or if you propose any modifications or have any questions. Please get back to me on this by no later than **next Wednesday, June 17**. If we have not agreed to terms on this settlement by next Thursday, June 18, then the Region will have to proceed with issuing a complaint in this matter. Of course, issuance of a complaint does not preclude settlement, but I am hopeful that we can resolve this matter before any complaint issues.

I look forward to your response.

Thank you,

**Matt Jackson**

Field Attorney

National Labor Relations Board

Region 29

2 MetroTech Center, 5<sup>th</sup> Floor

Brooklyn, NY 11201

(718) 765-6202

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**United Workers of America, Local 621 (Red Apple Group, Inc.  
and Red Apple 86 Fleet Place Development, LLC)**

**Case 29-CB-256597**

Subject to the approval of the Regional Director for Region 29 of the National Labor Relations Board, Charged Party United Workers of America, Local 621 and Charging Party Derrick Storms **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE TO EMPLOYEES AND MEMBERS** — A National Labor Relations Board Notice to Employees and Members (“Notice”) is attached hereto and made part of this Agreement. After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and Spanish. A responsible official of the Charged Party will then sign and date those Notices and immediately post them at the Charged Party’s office located at ~~367 Long Beach Road, Island Park, New York~~ CHARLES LINDBERG BLVD., UNIONDALE, NEW YORK in prominent places where notices to employees and/or announcements to members are customarily posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. Further, if the Charged Party maintains bulletin boards at the Red Apple Group, Inc. and/or Red Apple 86 Fleet Place Development, LLC (“Employer”) facility located at 86 Fleet Place, Brooklyn, New York, then the Charged Party shall also post Notices on each such bulletin board during the posting period.

If the Charged Party’s place of business is currently closed due to the Coronavirus pandemic, the 60 consecutive day period for posting will begin when the Charged Party’s place of business reopens. The Regional Director will send copies of the signed Notices to the Employer whose employees are involved in this case, and request that the Notices be posted in prominent places in the Employer’s facility for 60 consecutive days from the date of posting.

**INTERNET POSTING** - The Charged Party will also post a copy of the Notice in English and Spanish on its intranet and/or public website located at [www.unitedworkers.us/uwa](http://www.unitedworkers.us/uwa) and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will submit a paper copy of the intranet or website posting to the Region’s Compliance Officer when it submits the Certification of Posting and provide a password for a password protected intranet site, if applicable, in the event it is necessary to check the electronic posting.

**E-MAILING NOTICE** - The Charged Party will email a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all members of the bargaining unit represented by the Charged Party employed at the facility located at 86 Fleet Place, Brooklyn, New York for whom the Charged Party presently has email addresses. The message of the e-mail transmitted with the Notice shall state: “We are distributing the Attached Notice to Employees and Members to you pursuant to a Settlement Agreement approved by the Regional Director of Region 29 of the National Labor Relations Board in Case No. 29-CB-256597.” The Charged Party will forward a copy of that e-mail, with all of the recipients’ e-mail addresses, to the Region’s Compliance Officer Ellen Farben at [ellen.farben@nrlb.gov](mailto:ellen.farben@nrlb.gov).

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice. Compliance with the terms and provisions of the Notice shall commence within seven (7) days of the final approval of this Agreement.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case, including all allegations covered by the attached Notice made part of this agreement, and does not settle any other

case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. However, provided that the Charged Party fully complies with the terms of this Agreement, the Regional Director will issue no unfair labor practice complaint in the event that Red Apple Group, Inc. and/or Red Apple 86 Fleet Place Development, LLC declines to hear the grievance referenced in the Notice. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes \_\_\_\_\_ No \_\_\_\_\_  
                    Initials                      Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the attached Notice, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees and Members. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given

within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case, provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party</b> <b>United Workers of America Local 621</b>	<b>Charging Party</b> <b>Derrick Storms, ESQ.</b>
By:            Name and Title                      Date	By:            Name and Title                      Date
_____ Print Name and Title below	_____ Print Name and Title below
Recommended By:                                  Date	Approved By:    Date
_____ MATTHEW JACKSON Field Attorney	_____ KATHY DREW-KING Regional Director, Region 29

**NOTICE TO EMPLOYEES AND MEMBERS**  
**(To be printed and posted on official Board notice form)**

**THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with your employer on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** restrain or coerce you in the exercise of the above rights.

**WE WILL NOT** fail to handle grievances requested by (b) (6), (b) (7)(C) or any other employee because we dislike them or for any other arbitrary reasons.

**WE WILL NOT** in any like or related manner restrain or coerce you in the exercise of your rights under Section 7 of the Act.

**WE WILL**, within seven (7) days, ask Red Apple Group, Inc. and/or Red Apple 86 Fleet Place Development, LLC (your Employer) to hear the grievance of (b) (6), (b) (7)(C) concerning (b) (6), (b) (7)(C) 2019 disciplinary warning, and if the Employer agrees to hear the grievance **WE WILL**, within 14 days thereafter, properly process the grievance in good faith, up to and including arbitration.

**United Workers of America Local 621**

(Labor Organization)

**Dated:** \_\_\_\_\_ **By:** \_\_\_\_\_  
(Representative) (Title)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.*

Two Metro Tech Center  
Suite 5100  
Brooklyn, NY 11201-3838

**Telephone:** (718)330-7713  
**Hours of Operation:** 8:15 a.m. to 4:45 p.m.

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29**

**UNITED WORKERS OF AMERICA,  
LOCAL 621**

**and**

**Case No. 29-CB-256597**

**DERRICK STORMS, an individual**

**COMPLAINT AND NOTICE OF HEARING**

This Complaint and Notice of Hearing is based on a charge filed by Derrick Storms, Esq., an individual (“Charging Party”), against United Workers of America, Local 621 (“Respondent”). It is issued pursuant to Section 10(b) of the National Labor Relations Act (“Act”), 29 U.S.C. § 151 et seq., and Section 102.15 of the National Labor Relations Board (“Board”) Rules and Regulations and alleges that Respondent has violated the Act as described below.

1. The charge in this proceeding was filed by the Charging Party on February 14, 2020, and a copy was served on Respondent by regular mail on February 20, 2020.

2. (a) At all material times, Red Apple 86 Fleet Place Development, LLC (“Employer”) has been a domestic corporation with an office and place of business located at 86 Fleet Place, Brooklyn, New York and has been engaged in the business of owning and operating a residential apartment building in Brooklyn, New York.

(b) Annually, in conducting its business operations as described above in paragraph 2(a), the Employer derived gross revenues in excess of \$500,000 and purchased and received at its facility in Brooklyn, New York goods and supplies valued in excess of \$5,000 directly from enterprises located outside the State of New York.

3. At all material times, the Employer has been an employer engaged in commerce within the meaning of Sections 2(2), (6) and (7) of the Act.

4. At all material times, Respondent has been a labor organization within the meaning of Section 2(5) of the Act.

5. At all material times, by virtue of Section 9(a) of the Act, Respondent has been the exclusive collective-bargaining representative of the following employees of the Employer (the Unit):

All employees employed at Employer's Facility located at 86 Fleet Place, Brooklyn, New York, excluding supervisors, clerical employees, confidential employees and guards, as defined by the Act.

6. At all material times, Respondent and the Employer have maintained and enforced a collective-bargaining agreement covering the terms and conditions of employment of the Unit, including a grievance and arbitration procedure.

7. Since about (b) (6), (b) (7)(C) 2019, Respondent has failed to process a grievance concerning the (b) (6), (b) (7)(C) 2019 disciplinary warning that the Employer issued to Unit employee (b) (6), (b) (7)(C) which (b) (6), (b) (7)(C) attempted to file under the provisions of the agreement described above in paragraph 6.

8. Respondent's conduct described above in paragraph 7 was arbitrary and perfunctory.

9. By engaging in the conduct described above in paragraphs 7 and 8 in connection with its representative status described above in paragraphs 5 and 6, Respondent has failed to represent employee (b) (6), (b) (7)(C) for reasons that are arbitrary, discriminatory, or in bad faith and has breached the fiduciary duty it owes to said employee and the Unit.

10. By the conduct described above in paragraphs 7 through 9, Respondent has been restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(b)(1)(A) of the Act.

11. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

### **ANSWER REQUIREMENT**

PLEASE TAKE NOTICE that pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, Respondent must file an answer to the complaint herein. The answer must be **received by this office on or before July 9, 2020**. Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file

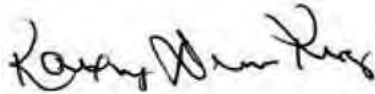
containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

Any request for an extension of time to file an answer must, pursuant to Section 102.111(b) of the Board's Rules and Regulations, be filed electronically by the close of business on July 9, 2020. The request should be in writing and addressed to the Regional Director of Region 29.

## **NOTICE OF HEARING**

**PLEASE TAKE NOTICE THAT** at 9:30 a.m. on Thursday, October 1, 2020, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board at a hearing room located at Two MetroTech Center, 5<sup>th</sup> Floor, Brooklyn, NY, or in a manner and location otherwise ordered by the Administrative Law Judge,. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: June 25, 2020



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KATHY DREW KING  
REGIONAL DIRECTOR, REGION 29  
NATIONAL LABOR RELATIONS BOARD  
Two Metro Tech Center  
Suite 5100  
Brooklyn, NY 11201-3838

Attachments

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UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
NOTICE

Case 29-CB-256597

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Stephen G Sombrotto , President  
Local 621, United Workers of America  
367 Long Beach Road  
Island Park, NY 11558

Sheri Preece , Esq.  
McCarthy & Preece  
118 North Bedford Rd.  
Suite 100  
Mount Kisco, NY 10549

Gregg Kravchuck , Property Manager  
Red Apple Property Management LLC & Red Apple  
Group, Inc.  
800 Third Avenue  
5th Floor  
New York, NY 10022

Derrick Storms , ESQ.  
Solomos & Storms  
33-08 Broadway  
Astoria, NY 11106

## Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: [www.nlrb.gov/sites/default/files/attachments/basic-page/node-1717/rules\\_and\\_regs\\_part\\_102.pdf](http://www.nlrb.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf).

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at [www.nlrb.gov](http://www.nlrb.gov), click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

**Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement.** The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

### I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

### II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not

submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

### III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29**

**UNITED WORKERS OF AMERICA, LOCAL 621 (RED  
APPLE PROPERTY MANAGEMENT LLC & RED  
APPLE GROUP, INC.)**

**and**

**Case 29-CB-256597**

**DERRICK STORMS, ESQ., an Individual**

**and**

**RED APPLE PROPERTY MANAGEMENT LLC &  
RED APPLE GROUP, INC.**

**AFFIDAVIT OF SERVICE OF: Complaint and Notice of Hearing (with forms NLRB-4338 and  
NLRB-4668 attached)**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on , I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

Stephen G Sombrotto , President  
Local 621, United Workers of America  
367 Long Beach Road  
Island Park, NY 11558

Sheri Preece , Esq.  
McCarthy & Preece  
118 North Bedford Rd.  
Suite 100  
Mount Kisco, NY 10549

Derrick Storms , ESQ.  
Solomos & Storms  
33-08 Broadway  
Astoria, NY 11106

Gregg Kravchuck , Property Manager  
Red Apple Property Management LLC & Red  
Apple Group, Inc.  
800 Third Avenue  
5th Floor  
New York, NY 10022

June 25, 2020

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Date

Tasha V. Fred, Designated Agent of NLRB

---

Name

*/s/ Tasha V. Fred*

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Signature

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29**

**UNITED WORKERS OF AMERICA, LOCAL 621**

**and**

**Case No. 29-CB-256597**

**DERRICK STORMS, as individual**

**ANSWER**

Charged party, Local 621, United Workers of America (hereinafter referred to as "Union", "Local 621" or "Respondent", by its' attorneys, McCarthy and Preece, PLLC, hereby answers the Complaint herein as follows:

1. Admits the allegations in paragraph 1 of the Complaint.
2. (a) Denies knowledge of information sufficient to form a belief as to the truth of the allegations in paragraph 2 (a) of the Complaint.  
(b) Denies knowledge of information sufficient to form a belief as to the truth of the allegations in paragraph 2 (b) of the Complaint
3. Denies knowledge of information sufficient to form a belief as to the truth of the allegations in paragraph 3 of the Complaint.
4. Admits the allegations in paragraph 4 of the Complaint.
5. Admits the allegations in paragraph 5 of the Complaint.
6. Admits the allegations in paragraph 6 of the Complaint.
7. Denies the allegations in paragraph 7 of the Complaint.

8. Denies the allegations in paragraph 8 of the Complaint.
9. Denies the allegations in paragraph 9 of the Complaint.
10. Denies the allegations in paragraph 10 of the Complaint.
11. Denies the allegations in paragraph 11 of the Complaint.

**FIRST DEFENSE**

12. The Complaint and each claim for relief stated therein fails to allege facts sufficient to state a claim upon which relief can be granted.

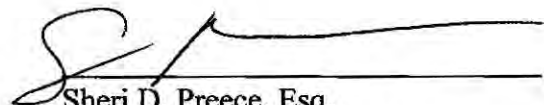
**SECOND DEFENSE**

13. Any violation claimed by Charging Party is consequence of acts or omissions of persons or entities over which the Respondent Union exercised no control.

WHEREFORE, Local 621 respectfully requests that the relief sought in the Complaint be denied and the Complaint be dismissed in its entirety with prejudice.

Dated: June 30, 2020

Respectfully submitted,



Sheri D. Preece, Esq.  
McCarthy & Preece, PLLC  
109 Danbury Road, Suite 3  
Ridgefield, C.T. 06877  
(914) 864-9322  
sheri@mplaborlaw.com

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29**

**UNITED WORKERS OF AMERICA, LOCAL 621  
(RED APPLE PROPERTY MANAGEMENT LLC  
& RED APPLE GROUP, INC.)**

**and**

**Case 29-CB-256597**

**DERRICK STORMS, ESQ., an Individual**

**and**

**RED APPLE PROPERTY MANAGEMENT LLC &  
RED APPLE GROUP, INC.**

**ORDER RESCHEDULING HEARING**

**IT IS HEREBY ORDERED** that the hearing in the above-entitled matter is rescheduled from October 1, 2020 at 9:30 AM to 9:30 AM on **November 6, 2020** by video conference. The hearing will continue on consecutive days until concluded.

Dated: August 31, 2020



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KATHY DREW KING  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 29  
Two Metro Tech Center  
Suite 5100  
Brooklyn, NY 11201-3838

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29**

**UNITED WORKERS OF AMERICA, LOCAL 621  
(RED APPLE PROPERTY MANAGEMENT LLC  
& RED APPLE GROUP, INC.)**

**and**

**Case 29-CB-256597**

**DERRICK STORMS, ESQ., an Individual**

**and**

**RED APPLE PROPERTY MANAGEMENT LLC &  
RED APPLE GROUP, INC.**

**AFFIDAVIT OF SERVICE OF ORDER RESCHEDULING HEARING**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on August 31, 2020, I served the above-entitled document(s) by **email** regular mail upon the following persons, addressed to them at the following addresses:

Stephen G Sombrotto , President  
Local 621, United Workers of America  
367 Long Beach Road  
Island Park, NY 11558

[sombrotto@unitedworkers.us](mailto:sombrotto@unitedworkers.us)

Sheri Preece , Esq.  
McCarthy & Preece  
118 North Bedford Rd.  
Suite 100  
Mount Kisco, NY 10549

[sher@mplaborlaw.com](mailto:sher@mplaborlaw.com)

Gregg Kravchuck , Property Manager  
Red Apple Property Management LLC & Red  
Apple Group, Inc.  
800 Third Avenue  
5th Floor  
New York, NY 10022

[gregg.kravchuk@ragny.com](mailto:gregg.kravchuk@ragny.com)

Derrick Storms , ESQ.  
Solomos & Storms  
33-08 Broadway  
Astoria, NY 11106

[dstormsesq@gmail.com](mailto:dstormsesq@gmail.com)

August 31, 2020

FREDA DEVONSHIRE, Designated Agent of  
NLRB

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
/S/  
Signature

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**United Workers of America, Local 621 (Red Apple Group, Inc. and Red Apple 86 Fleet Place Development LLC) Case 29-CB-256597**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Respondent and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE TO EMPLOYEES AND MEMBERS** — A National Labor Relations Board Notice to Employees and Members (Notice) is attached hereto and made part of this Agreement. After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Respondent in English and Spanish. A responsible official of the Respondent will then sign and date those Notices and immediately post them on bulletin boards that the Respondent maintains at the Red Apple Group, Inc. and/or Red Apple 86 Fleet Place Development, LLC (Employer) facility located at 86 Fleet Place, Brooklyn, New York during the posting period.

**INTERNET POSTING** - The Respondent will also post a copy of the Notice in English and Spanish on its intranet and/or public website located at [www.unitedworkers.us/uwa](http://www.unitedworkers.us/uwa) and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Respondent will submit a paper copy of the intranet or website posting to the Region's Compliance Officer when it submits the Certification of Posting and provide a password for a password protected intranet site, if applicable, in the event it is necessary to check the electronic posting.

**E-MAILING NOTICE** - The Respondent will email a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so to all members of the bargaining unit represented by the Respondent employed at the facility located at 86 Fleet Place, Brooklyn, New York, for whom the Respondent presently has email addresses who had worked for the Employer at any time between November 19, 2020 and the date of the approval of this agreement. The message of the e-mail transmitted with the Notice shall state: "We are distributing the Attached Notice to Employees and Members to you pursuant to a Settlement Agreement approved by the Regional Director of Region 29 of the National Labor Relations Board in Case No. 29-CB-256597." The Respondent will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Centralized Compliance Unit at [complianceunit@nlrb.gov](mailto:complianceunit@nlrb.gov).

**COMPLIANCE WITH NOTICE** — The Respondent will comply with all the terms and provisions of said Notice. Compliance with the terms and provisions of the Notice shall commence within seven (7) days of the final approval of this Agreement.

**NON-ADMISSION CLAUSE** — By entering into this Settlement Agreement, the Respondent does not admit that it has violated the National Labor Relations Act.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s) and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a

Complaint in this matter. If that occurs, this Agreement shall be between the Respondent and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO RESPONDENT** — Counsel for the Respondent authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Respondent. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes \_\_\_\_\_ No \_\_\_\_\_  
Initials Initials

**PERFORMANCE** — Performance by the Respondent with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Respondent of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Respondent agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Respondent, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Respondent, the Regional Director will reissue the amended complaint previously issued on September 17, 2020 in the instant case. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the amended complaint. The Respondent understands and agrees that the allegations of the aforementioned amended complaint will be deemed admitted and its Answer to such amended complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Respondent defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the amended complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Respondent on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Respondent/Respondent at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Respondent has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the

Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Respondent complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Respondent</b>	<b>Charging Party</b>
<b>United Workers of America Local 621</b>	<b>Derrick Storms, Esq.</b>
By:            Name and Title                      Date	By:            Name and Title                      Date
_____ Print Name and Title below	_____ Print Name and Title below
Recommended By:                                  Date	Approved By:    Date
ANNIE HSU Field Attorney	KATHY DREW-KING Regional Director, Region 29

(To be printed and posted on official Board notice form)

**THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with your employer on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** restrain or coerce you in the exercise of the above rights.

**WE WILL NOT** fail or refuse to handle your grievances for any arbitrary or discriminatory reasons.

**WE WILL NOT** in any like or related manner restrain or coerce you in the exercise of your rights under Section 7 of the Act.

(b) (6), (b) (7)(C) had the right to have us handle (b) (6), (b) (7)(C) grievances in good faith. We have been advised that based on the settlement between (b) (6), (b) (7)(C) and Red Apple Group, Inc. and Red Apple 86 Fleet Place Development, LLC (Employer), (b) (6) has waived (b) (6) right to seek reinstatement and has withdrawn (b) (6) grievances against the Employer.

**United Workers of America, Local 621**

(Labor Organization)

**Dated:** \_\_\_\_\_ **By:** \_\_\_\_\_  
(Representative) (Title)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.*

Two Metro Tech Center  
Suite 5100  
Brooklyn, NY 11201-3838

**Telephone:** (718)330-7713  
**Hours of Operation:** 8:15 a.m. to 4:45 p.m.

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Centralized Compliance Unit at [complianceunit@nrlb.gov](mailto:complianceunit@nrlb.gov).

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29**

**UNITED WORKERS OF AMERICA,  
LOCAL 621**

**and**

**Case No. 29-CB-256597**

**DERRICK STORMS, an individual**

**AMENDED COMPLAINT AND NOTICE OF HEARING**

On June 25, 2020, a Complaint and Notice of Hearing issued in Case No. 29-CB-256597 alleging that United Workers of America, Local 621 (“Respondent”) engaged in certain unfair labor practices affecting commerce as set forth in the National Labor Relations Act (“Act”), 29 U.S.C. § 151 et seq.

This Amended Complaint and Notice of Hearing, issued pursuant to Section 10(b) of the Act, 29 U.S.C. § 151 et seq. and Section 102.15 of the National Labor Relations Board’s (“Board”) Rules and Regulations, is based on a charge filed in Case No. 29-CB-256597 and alleges Respondent has violated the Act as described below.

1. The charge in this proceeding was filed by the Charging Party on February 14, 2020, and a copy was served on Respondent by regular mail on February 20, 2020.

2. (a) At all material times, Red Apple 86 Fleet Place Development, LLC (“Employer”) has been a domestic corporation with an office and place of business located at 86 Fleet Place, Brooklyn, New York and has been engaged in the business of owning and operating a residential apartment building in Brooklyn, New York.

(b) Annually, in conducting its business operations as described above in paragraph 2(a), the Employer derived gross revenues in excess of \$500,000 and purchased and received at its facility in Brooklyn, New York goods and supplies valued in excess of \$5,000 directly from enterprises located outside the State of New York.

3. At all material times, the Employer has been an employer engaged in commerce within the meaning of Sections 2(2), (6) and (7) of the Act.

4. At all material times, Respondent has been a labor organization within the meaning of Section 2(5) of the Act.

5. At all material times, by virtue of Section 9(a) of the Act, Respondent has been the exclusive collective-bargaining representative of the following employees of the Employer (the Unit):

All employees employed at Employer's Facility located at 86 Fleet Place, Brooklyn, New York, excluding supervisors, clerical employees, confidential employees and guards, as defined by the Act.

6. At all material times, Respondent and the Employer have maintained and enforced a collective-bargaining agreement covering the terms and conditions of employment of the Unit, including a grievance and arbitration procedure.

7. At all material times, the following individuals held the positions set forth opposite their respective names and have been agents of Respondent within the meaning of Section 2(13) of the Act:

(a)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
(b)		

8. Since about (b) (6), (b) (7)(C) 2019, Respondent has failed to process a grievance

concerning the (b) (6), (b) (7)(C) 2019 disciplinary warning that the Employer issued to Unit employee (b) (6), (b) (7)(C) which (b) (6), (b) (7)(C) attempted to file under the provisions of the agreement described above in paragraph 6.

9. Respondent's conduct described above in paragraph 8 was arbitrary and perfunctory.

10. By engaging in the conduct described above in paragraphs 8 and 9 in connection with its representative status described above in paragraphs 5 and 6, Respondent has failed to represent employee (b) (6), (b) (7)(C) for reasons that are arbitrary, discriminatory, or in bad faith and has breached the fiduciary duty it owes to said employee and the Unit.

11. By the conduct described above in paragraphs 8 through 10, Respondent has been restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(b)(1)(A) of the Act.

12. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

### **ANSWER REQUIREMENT**

PLEASE TAKE NOTICE that pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, Respondent must file an answer to the amended complaint herein. The answer must be **received by this office on or before October 1, 2020**. Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests

exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to an amended complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the amended complaint are true.

Any request for an extension of time to file an answer must, pursuant to Section 102.111(b) of the Board's Rules and Regulations, be filed electronically by the close of business on October 1, 2020. The request should be in writing and addressed to the Regional Director of Region 29.

## **NOTICE OF HEARING**

**PLEASE TAKE NOTICE THAT** at 9:30 a.m. on Friday, November 6, 2020, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board on videoconference, or in a manner and location otherwise ordered by the Administrative Law Judge. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: September 17, 2020

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NANCY REIBSTEIN  
ACTING REGIONAL DIRECTOR, REGION 29  
NATIONAL LABOR RELATIONS BOARD  
Two MetroTech Center  
Suite 5100  
Brooklyn, NY 11201-3838

Attachments

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29**

**UNITED WORKERS OF AMERICA, LOCAL 621  
(RED APPLE GROUP, INC. AND RED APPLE 86  
FLEET PLACE DEVELOPMENT LLC)**

**and**

**Case 29-CB-256597**

**DERRICK STORMS, ESQ., an Individual**

**and**

**RED APPLE PROPERTY MANAGEMENT LLC &  
RED APPLE GROUP, INC.**

**AFFIDAVIT OF SERVICE OF: Amended Complaint and Notice of Hearing (with forms  
NLRB-4338 and NLRB-4668 attached)**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on September 17, 2020, I served the above-entitled document(s) by **email or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

Stephen G Sombrotto, President  
Local 621, United Workers of America  
367 Long Beach Road  
Island Park, NY 11558

Gregg Kravchuck , Property Manager  
Red Apple Property Management LLC & Red  
Apple Group, Inc.  
800 Third Avenue  
5th Floor  
New York, NY 10022

Sheri Preece, Esq.  
McCarthy & Preece  
118 North Bedford Rd.  
Suite 100  
Mount Kisco, NY 10549

Derrick Storms, ESQ.  
Solomos & Storms  
33-08 Broadway  
Astoria, NY 11106

September 17, 2020

FREDA DEVONSHIRE, Designated  
Agent of NLRB

---

Date

---

Name

/S/ FREDA DEVONSHIRE

---

Signature

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**NOTICE**

Case 29-CB-256597

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Stephen G Sombrotto , President  
Local 621, United Workers of America  
367 Long Beach Road  
Island Park, NY 11558

Sheri Preece , Esq.  
McCarthy & Preece  
118 North Bedford Rd.  
Suite 100  
Mount Kisco, NY 10549

Gregg Kravchuck , Property Manager  
Red Apple Property Management LLC & Red  
Apple Group, Inc.  
800 Third Avenue  
5th Floor  
New York, NY 10022

Derrick Storms , ESQ.  
Solomos & Storms  
33-08 Broadway  
Astoria, NY 11106

## Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: [www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules\\_and\\_regs\\_part\\_102.pdf](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf).

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at [www.nlr.gov](http://www.nlr.gov), click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

**Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement.** The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

### I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

### II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

**in evidence.** If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

### III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29**

**UNITED WORKERS OF AMERICA, LOCAL 621**

**and**

**Case No. 29-CB-256597**

**DERRICK STORMS, as individual**

**ANSWER TO AMENDED COMPLAINT**

Charged party, Local 621, United Workers of America (hereinafter referred to as “Union”, “Local 621” or “Respondent”, by its’ attorneys, McCarthy and Preece, PLLC, hereby answers the Complaint herein as follows:

1. Admits the allegations in paragraph 1 of the Complaint.
2. (a) Denies knowledge of information sufficient to form a belief as to the truth of the allegations in paragraph 2 (a) of the Complaint.  
  
(b) Denies knowledge of information sufficient to form a belief as to the truth of the allegations in paragraph 2 (b) of the Complaint
3. Denies knowledge of information sufficient to form a belief as to the truth of the allegations in paragraph 3 of the Complaint.
4. Admits the allegations in paragraph 4 of the Complaint.
5. Admits the allegations in paragraph 5 of the Complaint.
6. Admits the allegations in paragraph 6 of the Complaint.
7. Admits the allegations in paragraph 7 of the Complaint.

8. Denies the allegations in paragraph 8 of the Complaint.
9. Denies the allegations in paragraph 9 of the Complaint.
10. Denies the allegations in paragraph 10 of the Complaint.
11. Denies the allegations in paragraph 11 of the Complaint.
12. Denies the allegations in paragraph 12 of the Complaint.

### **FIRST DEFENSE**

13. The Complaint and each claim for relief stated therein fails to allege facts sufficient to state a claim upon which relief can be granted.

### **SECOND DEFENSE**

14. Any violation claimed by Charging Party is consequence of acts or omissions of persons or entities over which the Respondent Union exercised no control.

WHEREFORE, Local 621 respectfully requests that the relief sought in the Complaint be denied and the Complaint be dismissed in its entirety with prejudice.

Dated: September 29, 2020

Respectfully submitted,

/s/ Sheri Preece  
Sheri D. Preece, Esq.  
McCarthy & Preece, PLLC  
109 Danbury Road, Suite 3  
Ridgefield, C.T. 06877  
(914) 864-9322  
sheri@mplaborlaw.com

**CERTIFICATE OF SERVICE**

I, Sheri Preece, hereby certify that on this 30th day of September 2020, a copy of Local 621, United Workers of America, Answer to the Amended Complaint in the matter 29-CB-256597 was served in the following manner:

**Via E-Filing:**

Region 29

**Via E-mail and Regular Mail:**

Derrick Storms, Counsel for Charging Party  
Solomos & Storms  
33-08 Broadway  
Astoria, New York 11106  
dstormsesq@gmail.com

Matthew Jackson, Board Agent, Region 29  
Matthew.jackson@nlrb.gov

Annie Hsu, Board Agent, Region 29  
Annie.hsu@nlrb.gov

/s/ Sheri Preece

Sheri Preece

**SUBPOENA DUCES TECUM****UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD**

To: Custodian of Records  
Local 621, United Workers of America  
367 Long Beach Road  
Island Park, NY 11558

As requested by ANNIE HSU, Counsel for General Counsel

whose address is Two Metro Tech Center, Suite 5100, Brooklyn, NY 11201-3838  
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE an Administrative Law Judge  
of the National Labor Relations Board

at Video Hearing

in the City of \_\_\_\_\_

on Friday, November 6, 2020 at 9:30 AM or any adjourned

United Workers of America, Local 621 (Red Apple Group, Inc. and Red Apple  
86 Fleet Place Development LLC)

or rescheduled date to testify in 29-CB-256597

(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

**SEE ATTACHMENT**

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R. Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

**B-1-1AJ5UXD**

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

Issued at Brooklyn, NY

Dated: October 02, 2020



*John F. Ring*  
John Ring, Chairman

**NOTICE TO WITNESS.** Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

**RETURN OF SERVICE**

I certify that, being a person over 18 years of age, I duly served a copy of this subpoena

**(Check method used.)**

- ☐ by person
- ☐ by certified mail
- ☐ by registered mail
- ☐ by telegraph
- ☐ by leaving copy at principal office or place of business at

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

on the named person on

\_\_\_\_\_  
(Month, day, and year)

\_\_\_\_\_  
(Name of person making service)

\_\_\_\_\_  
(Official title, if any)

**CERTIFICATION OF SERVICE**

I certify that named person was in attendance as a witness at

\_\_\_\_\_  
on

(Month, day or days, and year)

\_\_\_\_\_  
(Name of person certifying)

\_\_\_\_\_  
(Official title)

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29**

**UNITED WORKERS OF AMERICA, LOCAL 621  
(RED APPLE GROUP, INC. AND RED APPLE 86  
FLEET PLACE DEVELOPMENT LLC)**

**and**

**Case 29-CB-256597**

**DERRICK STORMS, ESQ., an Individual**

**and**

**RED APPLE PROPERTY MANAGEMENT LLC &  
RED APPLE GROUP, INC.**

**AFFIDAVIT OF SERVICE OF SUBPOENA DUCES TECUM WITH ATTACHMENT**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **October 2, 2020**, I served the above-entitled document(s) by **regular mail** upon the following persons, addressed to them at the following addresses:

Custodian of Records  
Local 621, United Workers of America  
367 Long Beach Road  
Island Park, NY 11558

Sheri Preece, Esq.  
McCarthy & Preece  
118 North Bedford Rd.  
Suite 100  
Mount Kisco, NY 10549  
[sherim@mplaborlaw.com](mailto:sherim@mplaborlaw.com)

**regular mail and email**

October 2, 2020

Date

Linette Gayle, Designated Agent of NLRB

Name

*Linette Gayle*

Signature

**From:** [Hsu, Annie](#)  
**To:** [Sheri Preece](#)  
**Subject:** Local 621, 29-CB-256597; Mere Negligence Defense  
**Date:** Tuesday, October 20, 2020 11:41:00 AM

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Hi Sheri,

It is unclear to me what the Union's defense is in this case, but if one of the Union's defenses is mere negligence based on its having lost track, misplaced or otherwise forgotten about (b) (6), (b) (7)(C) grievance, whether or not it had committed to pursue it, if you can present evidence to me of the existence of the Union's established, reasonable procedures or systems in place to track grievances, that may help resolve this case.

Thanks,

**Annie Hsu** | Field Attorney  
United States Government  
National Labor Relations Board, Region 29  
Two MetroTech Center, Suite 5100  
Brooklyn, New York 11201  
(202) 674-1828 | F (718) 330-7579  
Pronouns: she/her/hers  
[www.nlr.gov](http://www.nlr.gov)

The NLRB now requires e-filing for most documents  
See [GC 20-01](#) and [Frequently Asked Questions](#)

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29**

**UNITED WORKERS OF AMERICA, LOCAL 621**

**and**

**Case 29-CB-256597**

**DERRICK STORMS, an Individual**

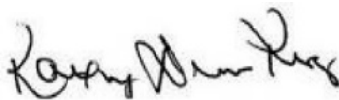
**ORDER APPROVING CONDITIONAL WITHDRAWAL REQUEST, WITHDRAWING  
AMENDED COMPLAINT AND NOTICE OF HEARING**

An Amended Complaint and Notice of Hearing issued in the above-captioned matter on September 17, 2020. Thereafter, the Charging Party requested a conditional withdrawal of the charge. Having duly considered the request for withdrawal,

IT IS ORDERED that the request to conditionally withdraw the charge is approved, and

IT IS FURTHER ORDERED that the Amended Complaint and the Notice of Hearing are withdrawn, and the hearing previously scheduled for November 6, 2020 is cancelled.

Dated: October 29, 2020



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KATHY DREW KING  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 29  
Two MetroTech Center  
Suite 5100  
Brooklyn, NY 11201-3838

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29**

**UNITED WORKERS OF AMERICA, LOCAL 621  
(RED APPLE GROUP, INC. AND RED APPLE 86  
FLEET PLACE DEVELOPMENT LLC)**

**and**

**Case 29-CB-256597**

**DERRICK STORMS, ESQ., an Individual**

**and**

**RED APPLE PROPERTY MANAGEMENT LLC &  
RED APPLE GROUP, INC.**

**AFFIDAVIT OF SERVICE OF: Order Approving Withdrawal Request, Dismissing  
Complaint, Withdrawing Notice of Hearing, dated October 29, 2020 .**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on October 29, 2020, I served the above-entitled document(s) by e mail and **regular mail** upon the following persons, addressed to them at the following addresses:

Stephen G Sombrotto, President  
Local 621, United Workers of America  
367 Long Beach Road  
Island Park, NY 11558

Sheri Preecw, Esq.  
McCarthy & Preece  
118 North Bedford Rd.  
Suite 100  
Mount Kisco, NY 10549

Gregg Kravchuck, Property Manager  
Red Apple Property Management LLC & Red  
Apple Group, Inc.  
800 Third Avenue  
5th Floor  
New York, NY 10022

Derrick Storms , ESQ.  
Solomos & Storms  
33-08 Broadway  
Astoria, NY 11106

October 29, 2020

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Date

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Tasha V. Fred, Designated Agent of NLRB  
Name

/s/ Tasha V. Fred

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Signature